

# EXHIBIT B

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

SHAHRIAR JABBARI and KAYLEE  
HEFFELFINGER, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

WELLS FARGO & COMPANY and WELLS  
FARGO BANK, N.A.,

Defendants.

No. 3:15-cv-02159-VC

**[PROPOSED] ORDER AND FINAL  
JUDGEMENT**

Judge: Hon. Vince Chhabria

On \_\_\_\_\_, 2017, this Court held a Fairness Hearing to determine whether the terms and conditions of the Settlement agreed to by Plaintiffs Shahriar Jabbari and Kaylee Heffelfinger, individually and on behalf of the Settlement Class (“Plaintiffs”), and Defendants Wells Fargo & Company and Wells Fargo Bank, N.A. (“Wells Fargo” or “Defendants”), are fair, reasonable, and adequate, and should be approved by the Court, and whether an Order and Final Judgment should be entered dismissing the above-referenced Action with prejudice and releasing the Released Claims (as defined below). The Court has considered all matters submitted to it at the hearing, as well as the files and records in the Action. Based on the matters considered,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1           1.       The Court finds that the prerequisites for a class action under Rule 23(a) and (b)(3) of the  
2 Federal Rules of Civil Procedure have been satisfied in that the Settlement Class is so numerous that  
3 joinder would be impractical; that there are questions of law and fact common to the Settlement Class;  
4 that the claims of the Settlement Class Representatives are typical of the claims of the Class; that the  
5 Settlement Class Representatives have and will fairly and adequately represent the interests of the Class;  
6 that these common questions of fact and law predominate over individual questions; and that a class action  
7 is superior to other available methods for fairly and efficiently adjudicating the controversy.  
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9           2.       The Court finds that the notice included in mailed Postcard Notice and claim forms, Long-  
10 Form Notice, and Summary Notice were disseminated in compliance with the Court's Preliminary  
11 Approval Order, and in full satisfaction of the requirements of Rule 23 of the Federal Rules of Civil  
12 Procedure and the requirements of due process. A full opportunity has been offered to the Class Members  
13 to object to the proposed Settlement and to participate in the hearing thereon. Thus, it is hereby determined  
14 that all Class Members who did not timely elect to exclude themselves by written communication are  
15 bound by this Order and Final Judgment.  
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17           3.       The Court finds that the Class Members who have exercised their right to exclude  
18 themselves from this Action, by submitting timely requests for exclusion pursuant to the Notices  
19 disseminated to the Class, are not included in or bound by this Order and Final Judgment. The excluded  
20 Class Members are listed on Exhibit A attached hereto.  
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22           4.       Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure and for  
23 purposes of the Settlement only, the Court hereby certifies the Action as a class action on behalf of the  
24 following class: "All Persons for whom Wells Fargo or Wells Fargo's current or former employees  
25 opened an account in their name without consent, enrolled them in a product or service without consent,  
26 or submitted an application for a product or service in their name without consent during the period from  
27 May 1, 2002, through April 20, 2017, inclusive.: Excluded from the Class are Defendants' officers,  
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1 directors and employees; judicial officers and their immediate family members and associated court staff  
2 assigned to this case; and all those otherwise in the Class who or which timely and properly exclude  
3 themselves from the Class as provided in the Settlement.

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5 5. The Court appoints the proposed Settlement Class Representatives and Named Plaintiffs—  
6 Shahriar Jabbari, Kaylee Heffelfinger, Antonette Brooks, and Jose Rodriguez—as Settlement Class  
7 Representatives.

8 6. The Court appoints Derek W. Loeser, Gretchen Freeman Cappio, Daniel Mensher, Jeffrey  
9 Lewis, and Matthew J. Preusch of Keller Rohrbach L.L.P. as Class Counsel.

10 7. The Court finally approves the Settlement contemplated as being fair, reasonable, and  
11 adequate as to the Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure,  
12 and directs its consummation pursuant to its terms and conditions.

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14 8. The Court hereby dismisses the Complaint with prejudice and, except as expressly  
15 provided for in the Settlement, without costs, in favor of the Defendants and against all Class Members.

16 9. “Released Claims” means, to the fullest extent permitted by law or equity, any and all  
17 claims and causes of action of every nature and description, whether known or Unknown, whether  
18 arising under federal, state, common or foreign law, or any other law, rule, or regulation, that were  
19 asserted, could have been asserted, or that arise out of the same transactions or occurrences as the claims  
20 that were asserted, in the Action, commensurate with the res judicata effect at the conclusion of the  
21 litigation. For the avoidance of doubt, the Released Claims encompass claims and causes of action of  
22 every nature and description arising from the authorized or unauthorized enrollment in Identity Theft  
23 Protection services by members of the Settlement Class.

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25 10. “Released Parties” means Defendants and Defendants’ successors and assigns; and their  
26 past, present, and future, direct or indirect, parents, subsidiaries, affiliates, principals, officers, directors,  
27 employees, agents, attorneys, advisors, representatives, heirs, and administrators.  
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1           11.     The Court declares that the Plaintiffs and each and every one of the Class Members  
 2     unconditionally, fully, and finally releases and forever discharges each of the Released Parties from the  
 3     Released Claims. Furthermore, the Court expressly terminates any rights of Class Members to the  
 4     protections afforded under Section 1542 of the California Civil Code, and/or any other similar,  
 5     comparable, or equivalent laws.

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 7           12.     The Court permanently bars and enjoins all Class Members, and any Person actually or  
 8     purportedly acting on behalf of any Class Members, from filing, commencing, prosecuting, continuing to  
 9     prosecute, supporting, intervening in, or participating as plaintiffs, claimants, or class members in any  
 10    other lawsuit, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims, or  
 11    the facts and circumstances at issue, in this action, the Related Actions,<sup>1</sup> and/or the Released Claims.

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 13           13.     However, Class Members' participation in this settlement does not diminish class  
 14    members' rights pursuant to Wells Fargo's September 2016 settlement with the City and County of Los  
 15    Angeles.

16           14.     Exclusive jurisdiction is hereby retained over the Parties and the Class Members for all  
 17    matters relating to the Action, including the administration, interpretation, effectuation, or enforcement of  
 18    the Settlement and this Order and Final Judgment.

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 20           15.     This document constitutes a final judgment and separate document for purposes of Federal  
 21    Rule of Civil Procedure 58(a).

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 25    <sup>1</sup> "Related Actions," as used herein, means *Mitchell v. Wells Fargo Bank, N.A.*, No. 2:16-cv-00966 (D.  
 26    Utah); *Friedman v. Wells Fargo Bank, N.A.*, No. 2:16-cv-07405 (C.D. Cal.); *Blanchard v. Wells Fargo*  
 27    *Bank, N.A.*, No. 1:16-cv-07509 (D.N.J.); *Chernavsky v. Wells Fargo Bank, N.A.*, No. 3:16-cv-06326-  
 28    VC (N.D. Cal.); *Cason v. Wells Fargo Bank, N.A.*, No. 3:16-cv-07040 (N.D. Cal.); *Lessa v. Wells*  
*Fargo & Co.*, No. 16-cvs-011955 (Wake Cty. Super. Ct.); *Hodge v. Campbell*, No. SU16-cv-0771  
 (Clarke Cty. Super. Ct.); *Stanton v. Wells Fargo & Co.*, No. 16-cv-03318-CEH-JSS (M.D. Fla.);  
*Jeffries v. Wells Fargo & Co.*, No. 2:16-cv-1987 (N.D. Ala.); *Allen v. Wells Fargo & Co.*, No. 3:17-cv-  
 00333 (S.D. Cal.); and *Morales v. Wells Fargo & Co.*, No. BC657880 (Los Angeles Cty. Super. Ct.).

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

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Hon. Vince Chhabria  
United States District Court Judge